



County of
San Bernardino

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dent.	A	Contract Number	
<input type="checkbox"/> Change	590090						
<input type="checkbox"/> Cancel							
County Department			Dept.		Orgn.	Contractor's License No.	
Fleet Management			VHS				
County Department Contract Representative			Telephone		Total Contract Amount		
Roger Weaver, Director			(909) 387-7872		\$204,000		
Contract Type							
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
		07/01/03		06/30/13		\$204,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
IBA	VHS	211		9880		\$42,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
ICB	VHS	321		9880		\$56,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
ICB	VHS	311		9880		\$106,000	
Project Name				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
				03/04	\$204,000		06/07
				04/05	\$204,000	I	07/08
				05/06	\$204,000	I	08/09

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Community Services Department
Address
686 E. Mill St.
San Bernardino CA 92415
Telephone
(909) 891-3863
Federal ID No. or Social Security No.

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

Nature of Contract:

Service Description: This contract agreement will be utilized to contract with Community Services Department for the use of Fleet Management fuel, maintenance and repair services.

Period of Agreement: July 1, 2003 – June 30, 2013

Contract Type: Revenue (Fee for Service)

Financial Data: The total revenue received under this contract will vary based upon actual fuel, maintenance and repair services received.

**COUNTY
OF
SAN BERNARDINO**

AGREEMENT TO PROVIDE

FOR

VEHICLE SERVICES

BETWEEN:

**FLEET MANAGEMENT DEPARTMENT
210 LENA ROAD
SAN BERNARDINO, CALIFORNIA 92415**

AND:

COMMUNITY SERVICES DEPARTMENT

I. CONTRACT SPECIFICATIONS

A. Representatives are:

1. Contract Administrator: San Bernardino County, Fleet Management Department

Address: 210 N. Lena Road, San Bernardino, CA 92415

Phone Number: (909) 387-7872

Fax Number: (909) 387-7888

Representative: Roger Weaver, Director

AND

2. Contractor: Community Services Department (CSD)

Administrative Office Address: 686 E. Mill Street

Phone Number: (909) 891-3863

Fax Number: (909) 891-9080

Representative: Patricia Nickols, Director

Federal ID# 95-2376882

B. Contract Type and Amount: Revenue (Fee for Service) \$204,000

- C.** This contract shall be effective on July 1, 2003 and remain in effect until June 30, 2013. This contract may be extended for two additional five- (5) year periods, with concurrence in writing by both parties. Either party may terminate this agreement by giving 30 days written notice of termination to the other party.

- D.** County agrees to allow CSD to lease/rent county-owned vehicles for their normal business functions and to provide CSD with fleet services, including but not limited to fuel, maintenance and repairs for all county-owned and CSD owned vehicles in accordance with the policies and procedures in effect with County departments.

- E.** Fleet Management will charge CSD the current Board of Supervisor (BOS) approved rates for service, maintenance and fuel. These rates are subject to change with BOS approval.

- F.** Fleet Management will invoice CSD monthly for the total actual expenses incurred for the previous month for all fleet services

- G.** CSD, accordingly, is expected to pay the County monthly in full, the total expenses incurred.

- H.** It is understood and agreed by and between the parties hereto that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this contract and also govern the interpretation of this contract.

I. Indemnification

CSD agrees to indemnify, defend, and hold harmless the County, and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any

cause whatsoever, including the acts, errors or omissions of any person, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

J. Insurance

1. Without in anyway affecting the indemnity herein provided and in addition thereto, CSD shall secure and maintain throughout the entire Contracted period, all of the following types of insurance with coverage limits equal to or greater than shown:
2. Workers' Compensation – A program Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons and risks to such persons under this Contract.

If the Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

3. Comprehensive General and Automobile Liability Insurance

This coverage to include "Contractual" coverage and Automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

NOTE: Contractors providing transportation services to their clients and/or members of their households must also provide proof of Comprehensive Automobile Liability coverage for owned, hired, and non-owned vehicles. However, the coverage limits for these policies are required to have combined single limits for bodily injury and property damage in an amount not less than **two million dollars (\$2,000,000)**.

2. Policy Endorsements Required

- a. Additional Named Insured - All policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services provided by contract.

NOTE: This endorsement is required on the certificate and on the actual policy endorsement form(s) and must be worded exactly as follows: * The County of San Bernardino, its officers, employees, agents and volunteers are named as additional insured's with respect to liabilities arising out of the performance of services provided by contract.

- b. Waiver of Subrogation Rights - CSD shall require the carriers of the above required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and subcontractors.

NOTE: This endorsement is required on the certificate and on the actual policy endorsement form(s) and must include all parties as shown in the above requirement.

*On Workers Compensation certificates/policies issued by State Compensation Insurance Fund (SCIF) the following alternate language may be substituted: Endorsement #2570 Entitled Waiver Of Subrogation Effective (State Fund inserts the policy's "Effective Date") is attached to and forms part of this policy. THIRD PARTY NAME: County of San Bernardino, Fleet Management Department, and Its Affiliates.

- c. Policies Primary and Non-Contributory - General Liability policies are required to be Primary and Non-Contributory with any insurance or self-insurance programs carried or administered by the County of San Bernardino. This required statement is to be indicated on the certificate issued to Fleet Management Department and must be worded as shown underlined.

K. Proof of Coverage

CSD shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including policy endorsement(s) forms, required above prior to the commencement of performance of services hereunder, shall maintain such insurance from the time CSD commences performance of services hereunder until the completion of such services. CSD agrees that the insurance provided, shall not be terminated or expire without thirty- (30) days written notice to the County.

Certificates of insurance must indicate the “**Certificate Holder**” as: **County of San Bernardino, Fleet Management Department, 210 N. Lena Road, San Bernardino, CA 92415**. Within sixty- (60) days of the commencement of this agreement, CSD shall furnish certified copies of the policies and all policy endorsement forms.

L. Insurance Review

1. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
2. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Service Provider agrees to execute any such amendment within thirty- (30) days of receipt.

M. Conflict of Interest

1. CSD shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. CSD shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
2. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State laws. In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the County and such conflict may constitute grounds for termination of the agreement.
3. This provision shall not be construed to prohibit employment of persons with whom CSD's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
4. Employment or Representation by Former County Administrative Officers
 - a. CSD agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent CSD. The information provided includes a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CSD. For purposes of this provision, “county administrative official” is defined as a member of the Board of Supervisors or such

officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- b. Inaccuracies or Misrepresentations. If during the course of the administration of this agreement, the County determines that CSD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

N. Maintenance of Records

Records, in their original form, shall be maintained on file to comply with requirements prescribed by Fleet Management Department with respect to all matters covered by this contract. Such records shall be retained for a period of three (3) years after termination of this contract, and/or until all other pending matters are completed. "Pending Matters" include, but are not limited, to: audit, litigation, investigation, or other actions involving records. If this is the case, CSD will retain the records until the resolution of such audit or litigation is completed.

O. Correction of Performance Deficiencies and Termination

1. Failure by CSD to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event, the County may, at its sole discretion, immediately terminate this Contract and take legal action and any other remedies available in law, in equity, or otherwise specified in this Contract to recover compensation. In lieu of immediate termination, the County will:
 - a. Serve a Notice of Intent to revoke the Contract. In the absence of an appeal to the County, the notice will become effective thirty (30) calendar days from issuance of the notice; and/or,
 - b. Afford CSD a time period within which to cure the breach. This period shall be established at the sole discretion of Fleet Management Department; and/or,
 - c. Discontinue services to the CSD for and during the period in which CSD is in breach. The CSD shall not be entitled to later recovery; and/or,
 - d. Impose liquidated damages, in increments of \$5,000. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of negligence by CSD as determined by the County. There is no limit to the number of adjustments the County may levy.
 - e. The County shall give CSD notice of any action pursuant to this paragraph. Notice shall be effective when given.
2. The parties hereby agree that, at any time during the term of this Contract, either party may terminate this Contract, upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination. The County reserves the right to terminate any portion of the contract upon giving the above-mentioned thirty- (30) days notice. CSD may **not** terminate any separate portion of the contract with written or verbal notice. In the event CSD goes out of existence, copies of all records relating to the projects or activities that are the subject of this Contract shall be furnished to the County.

3. Notwithstanding the procedures governing the termination of this Contract for causes outlined above, failure on the part of CSD to comply with the provisions of the Contract or federal legislation or regulations, when such failure involves fraud or misappropriation of funds, may result in the immediate termination of the contract.
4. Debt Collection - Where liability for debt collection is determined by the County to be at CSD's level, CSD will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation, or other means, appropriate action will be taken by the County to collect the debt from CSD, pursuant to the Department's Debt Collection Procedures (Rev. 1) of October 30, 1990.

II. ADDITIONAL REQUIREMENTS

- A. No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this contract.
- B. CSD shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship with Fleet Management Department or the County.
- C. CSD will ensure no staff will conduct any activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this contract or under representation such activity is being performed under this contract.

D. RIGHT TO MONITOR AND AUDIT

The County, the State of California, the Office of the Inspector General, and the Comptroller General shall have the right to observe, monitor, and/or evaluate all conditions and activities in the Agreement, and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by the County. CSD shall give full cooperation in any auditing or monitoring conducted.

E. Independent Capacity

In the performance of the Contract, CSD, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

F. CSD Primary Contact

CSD will designate an individual to serve as the primary point of contact for this Contract. CSD shall notify Fleet Management Department in writing when there is a change in the primary point of contact. CSD or designee must respond to County inquiries within two (2) County business days.

G. Change of Address

CSD shall notify the County in writing within ten (10) business days of any change in mailing address.

H. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) business day, in writing and by telephone

I. Contract Assignability

Without the prior written consent of the County, CSD is prohibited from assigning or transferring the proprietorship of this contract to any other party either in whole or part.

J. Lawsuits

1. CSD understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be CSD's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
2. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by a third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

K. Jury Trial Waiver

CSD and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CSD against County or County against CSD on any matter arising out of, or in any way connected with this Agreement, the relationship of CSD and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation emergency or otherwise, now or hereafter in effect.

L. Recycled Paper

The Contractor shall use recycled products when ever practicable, in fulfilling the terms of the Contract applicable. Recycled printed products shall include a symbol identifying the recycled material.

- M.** CSD shall ensure that it has all necessary authorization, licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. CSD shall maintain licenses and permits in effect for the duration of this Agreement. CSD shall notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

III. CONCLUSION

This Contract, including, any attachments and exhibits, is the full and complete document describing services to be rendered by County to Participant including all covenants, conditions, and benefits.

The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Participant has caused this Contract to be subscribed in its behalf by its duly authorized officers, on the day, month and year written.

END OF SECTION

COMMUNITY ACTION BOARD

By: _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____

Dated: _____

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By: _____
Deputy

COMMUNITY SERVICES DEPARTMENT
(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database <input type="checkbox"/> FAS	
Input Date	Keyed By